

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2020-153-T - ORDER NO. 2020-625A

OCTOBER 19, 2020

IN RE:	Application of Mako Movers LLC for a)	ORDER GRANTING
	Class E (Household Goods) Certificate of)	CLASS E (HOUSEHOLD
	Public Convenience and Necessity for)	GOODS) CERTIFICATE
	Operation of Motor Vehicle Carrier)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) by way of necessity to amend Commission Order 2020-625. Order No. 2020-625 was issued on October 15, 2020 without the tariff and the amended Order No. 2020-625A includes the tariff; and in all other respects, is unchanged from the original.

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Mako Movers LLC (“Applicant”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods in South Carolina. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on September 9, 2020.

The parties at the hearing included the Applicant, represented by Charles L.A. Terreni, Esquire, and the Office of Regulatory Staff (“ORS”), represented by Jenny Pittman, Esquire. The Applicant presented the testimony of Jillian Oleen, its president.

In addition, Applicant offered the shipper witness affidavit of Lynn Snyder, of Mt. Pleasant, South Carolina, who stated the need for Applicant's services in South Carolina. ORS did not present testimony, but submitted a letter to the Commission on September 8, 2020, stating that "ORS is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of 10 S.C. Code Ann. Regs. 103-133 (2012)." For the Applicant, Jilian Oleen testified about the Applicant's knowledge and experience in the moving industry and stated that she was aware of and intended to comply with the Commission's regulations concerning household goods movers. She testified about the liability and cargo insurance obtained by the Applicant, as well as the financial condition of the Applicant. Additionally, Lynn Snyder of Mt. Pleasant, South Carolina testified regarding the need for Applicant's services throughout the state. As demonstrated by the Application, Jilian Oleen's direct testimony, and Lynn Snyder's shipper witness testimony via affidavit, the Applicant intends to operate the existing Charleston County location currently owned and operated by Jilian Oleen.

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find, based on the circumstances presented by the Application, and particularly that the Applicant intends to continue the operations of the Charleston County location of Charleston, that the public convenience and necessity will continue to be served. Therefore, the Application of Mako Movers LLC should be granted.

IT IS THEREFORE ORDERED:

The Application of Mako Movers LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina.

1. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.

2. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, as amended, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (Supp. 2014) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

4. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be

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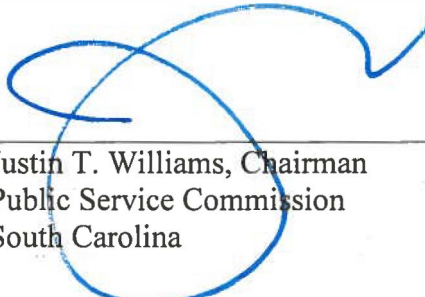
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null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission
South Carolina

ORDER APPENDIX A

EXHIBIT A

Amended September 9, 2020

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Mako Movers, LLC (“Mako Movers” or “carrier”). These services are furnished between points and places in all South Carolina counties.

SECTION 1**1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Mako Movers office location, and includes the movers estimate return time to the office location.

Number of Movers**Hourly Rate**

Two Men and a Truck	\$95.00
Three Men and a Truck	\$135.00
Four Men and a Truck	\$180.00
Each Additional Man	\$45.00 per man/per

1.2 Office Hours / Minimum Hourly Charges:

Mako Movers will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 8:00 am – 4:00 pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday- Sunday	Two-Hour Minimum Charge
Recognized Federal Holidays	Three-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Mako Movers will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Pool Tables- \$350.00
- Steel Gun Cabinet (in excess of 400 lbs.) - \$250.00
- Riding Lawnmowers- \$120.00
- Golf Carts - \$150.00
- Baby Grand Piano - \$400.00
- Upright Piano - \$250.00

2.2 Elevator or Stair Carry

Mako Movers does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Mako Movers does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Mako Movers does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Mako Movers does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1.

2.5.2 Mako Movers is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Mako Movers reserves the right to decline any moves consisting of extremely large or fragile items.

Boxes:

Small:	\$1.50	Bubble Wrap:	\$18.00 per 36 feet
Medium:	\$2.50	Large:	\$3.25
Wardrobe:	\$20.00	Mirror Small:	\$6.50
TV Box:	\$30.00	Mirror Large:	\$9.50
Newsprint:	\$38.00 per 25lbs	Tape:	\$3.50 per roll

2.6 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.7 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting times or delays which are not the fault of Mako Movers.

SECTION 3**3.0 RULES AND REGULATIONS****3.1 Claims**

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify the carrier of all claims for concealed damage within 30 days of the move. Mako Movers must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time, damages may occur. If damages are caused by our service, Mako Movers reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Mako Movers immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Mako Movers rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Mako Movers rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Mako Movers does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured therefrom. Mako Movers will not accept responsibility for the safe delivery of such articles if they come into Mako Movers' possession with or without Mako Movers' knowledge.

3.5 Valuation

3.5.1. Standard. Mako Movers's maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of Mako Movers will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound.. This value is often less than the actual value of your article(s).

3.5.2. Full (Replacement) Value Protection. Full replacement coverage is available upon request, or may be obtained from third-party providers.

3.6 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Mako Movers' Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.7 Delays

Mako Movers shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

Mako Movers shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens (age 65 or over that provide proper proof of same. Extra chargeable items will follow rates in Section 2. Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Mako Movers, LLC office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$80.00
Three Men and a Truck	\$110.00
Four Men and a Truck	\$150.00
Each Additional Man	\$35.00 per man/per hour